

FILED

MAY 09 2007

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

CLERK U.S. DISTRICT COURT
[Signature]
CLERK

UNITED STATES FOR THE
USE AND BENEFIT OF
HIRSCHFELD STEEL CO., INC.

V.

MEDLIN CONSTRUCTION GROUP,
LTD. and UNITED STATES FIRE
INSURANCE COMPANY

CIVIL ACTION NO.

WO7CA147

COMPLAINT

TO THE UNITED STATES DISTRICT JUDGE:

Hirschfeld Steel Co., Inc. ("Hirschfeld"), brings this action complaining of Medlin Construction Group, Ltd. ("Medlin") and United States Fire Insurance Company ("USFIC"), and for cause of action shows the following:

PARTIES

1. Hirschfeld is a Nevada corporation that has its principal place of business located at 112 W. 29th Street, San Angelo, Texas 76903.

2. Medlin Construction Group, Ltd., is believed to be a division of Medlin Industries, LLC, located at 18952 Redland Road, Suite 2A, San Antonio, Texas 78258-3561, and may be served through its President, Curtis R. Medlin, at that same address.

3. USFIC is a corporate surety that has issued a payment bond pursuant to 40 U.S.C.A. § 3131, commonly referred to as the Miller Act, and may be served through its designated agent for service of process, Lisa Pietenpol at 6404 International Parkway, Suite 1000, Plano, Texas 75093-8227.

VENUE AND JURISDICTION

4. This Court has exclusive jurisdiction and venue over this action pursuant to 40 U.S.C.A. § 3133 because the labor and/or materials for which suit is brought were provided in this district.

BACKGROUND

5. On or about October 30, 2001, Hirschfeld and Medlin entered into that certain Standard Purchase Agreement (the "Purchase Order") in connection with the construction of a vehicle maintenance facility at Fort Hood, Texas (the "Project"). A true and correct copy of the Purchase Order is attached hereto as Exhibit "A" and is incorporated herein by reference.

6. In connection with its work for Medlin associated with the Project, Medlin agreed to pay Hirschfeld the sum of \$704,457.00 in exchange for the work and materials specified in the Purchase Order.

7. Also in conjunction with the construction of the Project and pursuant to the requirements of the Miller Act, 41 U.S.C.A. §3131, USFIC issued a payment bond (the "Bond") binding itself to pay, among other things, the amounts owed by Medlin to Hirschfeld labor and or materials furnished to the Project in the event Medlin failed to make such payment. A true and correct copy of the Bond is attached hereto as Exhibit "B."

8. After applying all just and lawful offsets and credits, the amount owed by Medlin to Hirschfeld is the sum of \$290,976.00. Hirschfeld has made demand upon Medlin and USFIC for payment of that sum and remains unpaid. More than 90 days have elapsed from the date on which Hirschfeld performed its last labor or furnished its last materials to the Project. This action is brought within the statutory time period for bringing actions of this type as modified by

the parties' written Tolling Agreement. All conditions precedent to Hirschfeld's cause of action have been performed or have occurred.

CAUSES OF ACTION

BREACH OF CONTRACT—MEDLIN

9. Medlin breached the Purchase Order by failing to pay Hirschfeld the amounts due thereunder. Hirschfeld has performed all requirements under the Purchase Order that entitles Hirschfeld to full payment of all sums due under the Purchase Order. Despite this fact, and despite proper demand, Medlin fails and refuses to pay the sums due. As a result of Medlin's failure to pay, Hirschfeld has been damaged in the amount of \$290,976.00. Hirschfeld sues for recovery of this sum.

BOND CLAIM AGAINST USFIC

10. To the extent that Medlin has failed to pay the sums due under the Purchase Order for labor and or materials furnished to the Project, USFIC is obligated to pay those sums pursuant to the terms of its Bond. Hirschfeld sues USFIC for the sum of \$290,976.00 for payment of the sums due under the Purchase Order for the labor and or materials furnished to the Project.

QUANTUM MERUIT AGAINST MEDLIN

11. Hirschfeld provided labor and materials to Medlin under circumstances under which Medlin should reasonably expect to have paid for such labor and materials. In the event the Court determines that the parties do not have an enforceable contract, or to the extent that there is a determination that Hirschfeld is not entitled to recover under the terms of the Purchase

Order, Hirschfeld sues for the reasonable value of the materials provided, which sum is an amount no less than \$290,976.00.

ATTORNEYS' FEES

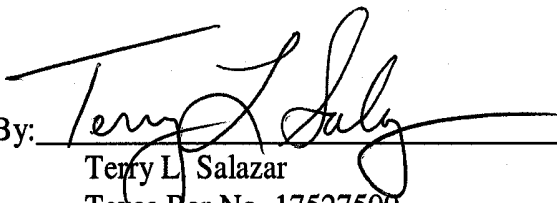
12. Pursuant to Section 38.001 of the Texas Civil Practices & Remedies Code, Hirschfeld is entitled to recover reasonable and necessary attorneys' fees incurred in connection with this action, for which sum Hirschfeld sues.

WHEREFORE, Hirschfeld prays that Defendants be cited and that summons be served upon Defendants to answer herein, and that upon the trial of this cause, Hirschfeld have and recover all sums due as set forth above, together with prejudgment interest, attorneys' fees, costs of court, interest after judgment, and such other and further relief to which it may be justly entitled.

Respectfully submitted,

**QUILLING, SELANDER, CUMMISKEY
& LOWNDS, P.C.**

2001 Bryan Street, Suite 1800
Dallas, Texas 75201
214-871-2100 (Telephone)
214-871-2111 (Facsimile)

By: 
Terry L. Salazar
Texas Bar No. 17527500

**ATTORNEYS FOR
HIRSCHFELD STEEL CO., INC.**

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

**NOTICE OF DOCUMENT(S) NOT IMAGED
AND CONTAINED IN CASE FILE**

Civil Case No. W-07-CA-147

[Plaintiff's Name] U.S. FOR THE USE AND BENEFIT OF
HIRSCHFIELD STEEL CO., INC.

VS.

[Defendant's Name] MEDLIN CONSTRUCTION GROUP,
LTD., ET AL

Document #: 1

Description: EXHIBIT A – VEHICLE
MAINTENANCE FACILITY TO
COMPLAINT

Filed By: PLAINTIFF

File Date: MAY 9, 2007



DEPUTY CLERK

PAYMENT BOND (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than of contract) August 7 2002		OMB No. : 9000-0045	
Bond No. 6102377676		Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405			
PRINCIPAL (Legal name and business address) Medlin Construction Group, Ltd. 18952 Redland Road, Suite 2A, San Antonio, Texas 78259 Curtis R. Medlin, Partner Paul S. Medlin II, Partner Timothy R. Williams, Partner		TYPE OF ORGANIZATION (X one) <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
SURETY (IES) (Name(s) and business address(es)) United States Fire Insurance Company 305 Madison Avenue Morristown, New Jersey 07960		STATE OF INCORPORATION Texas			
		PENAL SUM OF BOND			
		MILLION(S) 14	THOUSAND(S) 267	HUNDRED(S) 011	CENTS 06
		CONTRACT DATE 07/29/2002		CONTRACT NO. DACA63-02-C-0015	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

"Reviewed for legal sufficiency

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date. (AFARS 1-602-2) *PJL*

Medlin Construction Group Ltd.				PRINCIPAL	
SIGNATURE(S)	1. <i>[Signature]</i> (Seal)	2. <i>[Signature]</i> (Seal)	3. <i>[Signature]</i> (Seal)	CORPORATE SEAL	
NAME(S) & TITLE(S) (Typed)	1. Curtis R. Medlin Partner	2. Paul S. Medlin, II Partner	3. Timothy R. Williams Partner		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. _____ (Seal)		2. _____ (Seal)		
NAME(S) (Typed)	1. _____		2. _____		
CORPORATE SURETY(IES)					
NAME & ADDRESS	United States Fire Insurance Company 305 Madison Avenue, Morristown, NJ 07960		STATE OF INC. New York	LIABILITY LIMIT \$ 100%	CORPORATE SEAL
SIGNATURE(S)	1. <i>[Signature]</i>		2. _____		
NAME(S) & TITLE(S) (Typed)	1. Paul Friddle Attorney-in-Fact		2. _____		

Blumberg No. 5118

EXHIBIT
B

CORPORATE SURETY(IES) (Continued)

SURETY	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
			\$	
B	SIGNATURE(S)	1.	2.	CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
C	SIGNATURE(S)	1.	2.	CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
D	SIGNATURE(S)	1.	2.	CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
E	SIGNATURE(S)	1.	2.	CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
F	SIGNATURE(S)	1.	2.	CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
G	SIGNATURE(S)	1.	2.	CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a complete Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of the UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE IV Execution of Instruments. "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article III, Section 9 of the By-Laws of the UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE III Section 9 Facsimile Signatures. "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced... The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

CERTIFICATE

State of New Jersey
County of Morris

I, the undersigned, Assistant Secretary of UNITED STATES FIRE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article IV and Article III, Section 9 of the By-Laws of the Corporation are now in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this
7th day of August, 2002.

By



Assistant Secretary
David Pesce

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE, NEW YORK, N.Y.**

165293

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint Pat J. Moore, Paul Friddle, Gary W. Wheatley, Bryan K. Moore, and Michael Wibracht, of San Antonio, Texas, each

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings

and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey, in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11th day of April, 2002.

Attest:



David Pesce

Assistant Secretary
David Pesce

UNITED STATES FIRE INSURANCE COMPANY

Peter J. Dary

Senior Vice President
Peter J. Dary

STATE OF NEW JERSEY)

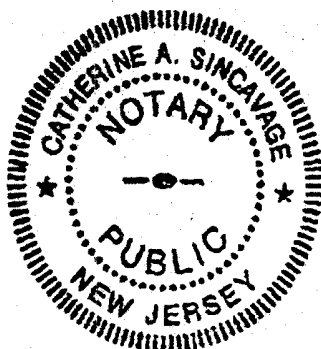
ss.:

COUNTY OF MORRIS)

On this 11th day of April, 2002, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of United States Fire Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

(Signed)
(Seal)



Catherine A. Sincavage

Notary Public

Catherine A Sincavage
Notary Public of New Jersey
My Commission Expires July 12, 2004

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff Tom Green County, TX
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Terry L. Salazar, Quilling, Selander, Cummins & Lowndes, P.C., 2001 Bryan Street, Suite 1800, Dallas, Texas 75201, Tel: (214) 871-2100, Fax: (214) 871-2111

DEFENDANTS

County of Residence of First Listed Defendant Bexar County, Texas
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | |
|---|--|---|---|
| Citizen of This State | PTF <input type="checkbox"/> 1 DEF <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | PTF <input checked="" type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY - Med. Malpractice <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(k)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Miller Act, 41 U.S.C.A. § 3131

Brief description of cause:

Breach of contract for construction of vehicle maintenance facility at Fort Hood, Texas.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

5-11-07

Terry L. Salazar

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPEARING OFF

JUDGE

MAG. JUDGE

AO82
(Rev. 4/90)

ORIGINAL

409155

RECEIPT FOR PAYMENT
UNITED STATES DISTRICT COURT
for the
WESTERN DISTRICT OF TEXAS
 at Waco, TX

RECEIVED FROM

Quilling, Selander, Cumiskey & Lowndes, P.C.
2001 Bryan St, Ste 800
Dallas, TX 75201

Fund	
6855XX	Deposit Funds
604700	Registry Funds
	General and Special Funds
508800	Immigration Fees
085000	Attorney Admission Fees
086900	Filing Fees
322340	Sale of Publications
322350	Copy Fees
322360	Miscellaneous Fees
143500	Interest
322380	Recoveries of Court Costs
322386	Restitution to U.S. Government
121000	Conscience Fund
129900	Gifts
504100	Crime Victims Fund
613300	Unclaimed Monies
510000	Civil Filing Fee (1/2)
510100	Registry Fee

ACCOUNT	AMOUNT
510000	\$190 00
086900	\$60 00
086400	\$100 00
TOTAL	\$350.00
Case Number or Other Reference	
W:07-CA-147	

Civil Filing Fee
 U.S. for the Use & Benefit
 of Hirschfield Steel
 vs. Medlin Const.
 Group, Ltd, et al

\$ Checks and drafts are accepted subject to collection and full credit will only be given when the check or draft has been accepted by the financial institution on which it was drawn.

6072

DATE	5/10/2007	Cash	Check	M.O.	Credit
			X		

DEPUTY CLERK:

2 miles